CT OF TEXAS P.O.Box	
sion)	PROOF OF CLAIM
Case Number	
00-35078-H2-11 00-35079-H2-11 00-35080-H2-11	788-19921 Creditor ID#:
Check box if you are aware that anyone else a filed a proof of claim relating to your claim. Attach copy of statement	
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Check box if you have never received any notices from the bankruptcy court in this case	Merge Complete Comple
Check box if the address differs from the address on the envelope sent to you by the court.	THE STORY
Check here replaces	iously filed claim, dated:
— Retiree benefits as defined in 11 U — Wages, salaries, and compensation Your SS#: Unpaid compensation for services from to (date) 3. If court judgment, date of	on (Fill out below) performed (date)
e Item 5 or 6 below. In to the principal amount of the claim.	Attach itemized statement of all interest or
6. Unsecured Priority Claim Check this box if you have an Amount entitled to priority \$	unsecured priority claim
Wages, salaries, or commissions (up to the bankruptcy petition or cessation of U.S.C. § 507(a)(3)	5 \$4,300),* eamed within 90 days before filing of the debtor's business, whichever is earlier - 11
Up to \$1,950* of deposits toward purch personal, family, or household use - 11	nase, lease, or rental of property or services for U.S.C. § 507(a)(6). d to a spouse, former spouse, or child - 11 U.S.C.
Other – Specify applicable paragraph of *Amounts are subject to adjustment on 4/1 cases commenced on or after the date of a	/98 and every 3 years thereafter with respect to
ducted for as promissory racts, filien.	This Space Is for Court Use Only
ır claim,	·
	Check box if you are aware that anyone else a filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Check box if you have never received any notices from the bankruptcy court in this case Check box if the address differs from the address on the envelope sent to you by the court. Check here replaces if this claim amends a previous salaries, and compensation for services from (date) Retiree benefits as defined in 11 U Wages, salaries, and compensation for services from (date) 3. If court judgment, date obtained to the principal amount of the claim. 6. Unsecured Priority Claim Check this box if you have an Amount entitled to priority \$ Specify the priority of the claim. 6. Unsecured Priority of the claim. Check this box if you have an Amount entitled to priority \$ Specify the priority of the claim. Wages, salaries, or commissions (up to the bankruptcy petition or cessation of U.S.C. § 507(a)(3) Contributions to an employee benefit p Up to \$1,950° of deposits toward purch personal, family, or household use - 11 Alimony, maintenance, or support owe 507(a)(7). Toxas or penalties owed to government of the claim of the commence of the date of aducted for

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LEASE TERMINATION AGREEMENT AND RELEASE

This Lease Termination Agreement and Release (this "Agreement") is by and between EMLO ("Landlord") and Specialty Retailers, Inc. ("Tenant").

WITNESSETH:

WHEREAS, Landlord (or Landlord's predecessor in interest) and Tenant (or Tenant's predecessor in interest) have previously entered into that certain lease dated June 8, 1995 (such lease as the same may have been amended from time to time being hereinafter referred to as the "Lease") covering and describing that certain property located in Holdenville, OK, as further described in the Lease (the "Premises"); and

WHEREAS, Landlord and Tenant have agreed that it is to their mutual benefit to terminate the Lease on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged and confessed, Landlord and Tenant have agreed and do hereby agree as follows:

- 1. Termination of Lease. Landlord and Tenant agree that the Lease shall terminate effective as of July 15, 2000 (the "Termination Date"). Landlord and Tenant shall each continue to be bound by their respective duties and obligations under the Lease, including but not limited to the payment of rent and other sums due under the Lease up to the Termination Date. On or before the Termination Date, Tenant shall vacate the Premises and leave the Premises in broom clean condition. Landlord hereby agrees to accept the surrender of the Premises in its current condition (subject only to Tenant's obligation to leave the Premises in a broom clean condition. Effective on the Termination Date, the Lease shall terminate and be rendered null and void and of no further force or effect.
- 2. <u>Termination Payment</u>. On or before the Termination Date, Tenant shall pay to Landlord the sum of Seven Thousand and No/100 Dollars (\$7,000.00), as consideration for the early termination of the Lease.
- 3. <u>Liquidation Sale</u>. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right from the date of this Agreement until the Termination Date to conduct a "Merchandise Liquidation" or similar sale at the Premises. Tenant may advertise such sale in print and through placards and temporary signs placed on the windows, doors and exterior of the Premises.
- 4. <u>Mutual Release</u>. As of the date of this Agreement, Landlord and Tenant hereby each irrevocably and unconditionally release the other and their respective officers, employees and affiliates from any and all liability, cost or obligation, that they may presently have, whether

known or unknown, accrued or unaccrued, in contract or in tort, with regard to (a) the Lease, (b) the Premise (c) any other agreements between Landlord and Tenant relating to the Lease or the Premises, and/or (d) the condition of the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement on this the $\frac{5^{+h}}{}$ of $\frac{A \rho r}{}$, 2000.

LANDLORD:

EMLO

By: ____ Chesnutt

Title: ___ Atta & Mar. For FMLO

TENANT:

Specialty Retailers, Inc.

Name:

ne: Mel Ward

Title:

Sr. Vice President - Real Estate